



***United States–Spain Treaties in Force,
January 1, 2009***

**Nat-I-1363 Memorandum of Agreement between The United
States of America Department of Transportation Federal
Aviation Administration and the Government of Spain
Ministry of Transport, Tourism and Communications
Subsecretariat of Civil Aviation**

**Memorandum of agreement signed at Washington and Madrid June 30 and July 22,
1982**

Entered into force July 22, 1982

TIAS 10547



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STATUS:

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NAT-I-1363

MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND THE GOVERNMENT OF SPAIN MINISTRY OF TRANSPORT, TOURISM AND COMMUNICATIONS SUBSECRETARIAT OF CIVIL AVIATION

TEXT:

WHEREAS, the United States Federal Aviation Administration (herein referred to as FAA) is able to furnish directly services as requested by the Spanish Ministry of Transport, Tourism and Communications (hereinafter referred to as the MTTC) on a reimbursable basis; and

WHEREAS, Section 5 of the International Aviation Facilities Act (1) authorizes the FAA to perform services for a foreign government and to be reimbursed for such services and Section 305 of the Federal Aviation Act, as amended, (2) directs the FAA Administrator to foster and encourage the development of civil aeronautics and air commerce in the United States and abroad; and

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(1) 62 Stat. 451; 49 U.S.C. § 1154.

(2) 72 Stat. 749; 49 U.S.C. § 1346.

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, n3 authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft; and

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n3 72 Stat. 753; 49 U.S.C. § 1354.

WHEREAS, by virtue of determination made by the Agency for International Development, under authority of Section 607(a) of the Foreign Assistance Act of 1961,



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as amended, (1) the FAA is authorized to furnish parts peculiar and repair services to the MTTC; and

NOW, THEREFORE, the FAA and MTTC agree as follows:

ARTICLE I - OBJECTIVE OF THE AGREEMENT

The objective of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA is to assist the Government of Spain in developing and modernizing its civil aviation air traffic control system in the managerial, operational, and technical areas, as well as any other mutually agreed civil aviation activity.

For this purpose, the FAA will, subject to their availability, provide personnel, resources, and related services to assist the MTTC in the accomplishment of this objective.

It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the Spanish Government's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System (NAS). To the extent that other systems and equipment are used in the Spanish Government's NAS, the FAA's ability to support other systems and equipment under this Agreement would be necessarily lessened commensurately.

ARTICLE II - DESCRIPTION OF SERVICES

Under the terms and conditions stated in this Agreement and its related Annexes and Appendices the FAA will provide technical assistance as requested by the MTTC to assist them in: effectively utilizing the air traffic control system; implementing short term improvements to the system as defined in the evaluation team reports; facilitating development of Spanish long range plans through application of the systems approach concept. These activities will contribute to a modern automated air traffic control system and in more modern civil aviation matters.

A. The FAA agrees:

1. To recruit and furnish qualified personnel for resident assignment to the MTTC. FAA specialist(s) will assist the MTTC with the evaluation, planning, and implementation of improvements to the Spanish air traffic control system and other civil aviation matters as defined by Annexes hereto.
2. To furnish personnel on a temporary duty (TDY) basis to effect an early involvement in each activity defined by Annexes hereto.



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3. To provide specialized administrative and technical support from FAA Headquarters.
4. To assist the MTTC in defining training requirements and arranging for qualified candidates, sponsored by the MTTC, to obtain training in the United States.
5. To assist the MTTC, through FAA logistics, in acquiring ATC systems parts which are available in the FAA inventory.

B. In order to cover the aspects already mentioned in paragraph A, the MTTC may:

1. Periodically request from the FAA services of experts or technical services conforming to the objective of this Agreement. By mutual agreement of the two parties, such assistance shall be specified in corresponding Annexes which, when duly signed by the parties, will become a part of this Agreement. The parties agree that each Annex will contain a description of the services to be performed by FAA, the manpower and other resources required to accomplish tasks, estimated costs, planned implementation and duration.

Each Annex to this Agreement will be identified in the following manner: the number of the Agreement, followed by a sequentially assigned arabic number. Agreement Number NAT-I-1363 has been assigned by the FAA to identify this agreement and should be referred to in all related correspondence. The first Annex will be identified as NAT-I-1363-1.

ARTICLE III - LIABILITY

The MTTC, on behalf of the Government of Spain, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement. The MTTC, on behalf of the Government of Spain, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Spain, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - MINISTRY OF TRANSPORT, TOURISM AND COMMUNICATIONS SUPPORT

A. The MTTC shall arrange to furnish for the use of FAA personnel without cost to FAA or its employees:

1. Suitable office space, furnishing and office equipment, supplies, and telephone service.



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2. Clerical assistance and vehicles for official use.

B. If for any reason, the Government of Spain is unable to provide fully the support specified in paragraph A above, or, if the support provided is not equivalent to that prescribed in pertinent FAA regulations, the FAA may obtain such additional support as necessary to accomplish its tasks, and may charge the cost for such additional support to the MTTC, which will reimburse the FAA therefore, in accordance with provisions of Article V thereof.

ARTICLE V - FINANCIAL PROVISIONS

A. Except for local support actually arranged for by the MTTC in accordance with Article IV, FAA shall arrange and pay all other necessary costs of providing services of its personnel under this Agreement in accordance with FAA regulations and practices, with subsequent reimbursement by the MTTC.

B. The MTTC hereby designates the following office to which FAA will render bills for payment and consult on related financial matters:

Subsecretariat of Civil Aviation
Ministry of Transport, Tourism and Communications
Madrid, Spain

C. The FAA shall bill the MTTC on an accrued cost basis for expenses incurred in furnishing services under this Agreement or any Annexes or Appendices thereto. Such billings will be provided on Standard Form (SF) 1114 with supporting documentation consisting of a summary of major category of cost. Further supporting documentation would be available for review at the office identified in the related Annexes to which payment is to be made.

D. The MTTC will arrange and be responsible for reimbursement to the FAA, in accordance with provisions set forth in this Agreement and its related Annexes and Appendices, of the actual project costs incurred by FAA in furnishing supplies, equipment, and services under this Agreement and its related Annexes or Appendices provided, however, that upon termination of this Agreement or its related Annexes or Appendices, the MTTC will reimburse the FAA for all necessary liquidating expenses. Estimates of such costs are to be stated in U.S. dollars and included in each Annex as required and, to the extent possible, will project costs to the MTTC for the life of the Annex or two twelve (12) month periods, whichever is shorter. For Annexes which extend beyond twenty-four (24) months the cost estimate shall be updated on a yearly basis.



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E. The MTTC will express its approval or objections to the billings in question within fifteen (15) calendar days, counted from the day of submittal to the MTTC.

F. Payments shall be made by U.S. dollar check and made payable to the Federal Aviation Administration and sent to the address identified in the Annexes to this Agreement.

G. In the event that payment is not rendered within sixty (60) days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional thirty (30) day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

ARTICLE VI - AMENDMENTS

This Agreement, its Annexes or Appendices may be amended by mutual consent of the parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished or other provisions of this Agreement, its Annexes or Appendices shall be formalized by an appropriate written amendment signed by both parties which shall outline the nature of the change.

ARTICLE VII - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE VIII - EFFECTIVE DATE AND TERMINATION

This Agreement supersedes Agreement Number WO-I-155 (1) and is effective on the date of the latest signature affixed hereto and shall remain in effect until terminated by either party.

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(1) Not printed.

This Agreement or any of the Annexes may be terminated at any time by either party by sixty (60) days notice in writing. Termination of the basic Agreement implies termination



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of any and all Annexes. Any such termination will allow FAA one hundred and twenty (120) days to close out the activities related to the terminated Agreement and/or the Annex or Annexes. The MTTC further agrees to reimburse FAA for all costs incurred as a result of any such termination.

ARTICLE IX - AUTHORITY

The FAA and the MTTC agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

SIGNATORIES:

GOVERNMENT OF SPAIN MINISTRY OF TRANSPORT, TOURISM AND
COMMUNICATIONS SUBSECRETARIAT OF CIVIL AVIATION

BY: Fernando Piña Saiz

TITLE: Subsecretary of Civil Aviation

DATE:

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

BY: Quentin S. Taylor

TITLE: Director of International Aviation

DATE: JUNE 30, 1982